

**REAFFIRMATION AGREEMENT  
UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA  
SAINT PAUL**

Debtor's Name: BERNARD CLETUS MENGE	Bankruptcy Case No. 04-33064
Account No. 30328547	CHAPTER 07
Creditor's Name and Address Green Tree Loan Company Corporate Risk Management PO Box 6154 Rapid City, SD 57709-6154	For Court Use Only

- Instructions**
- 1) Attach a copy of all court judgments, security agreements, and evidence of their perfection.
  - 2) File all the documents by mailing them or delivering them to the Clerk of the Bankruptcy Court.

**NOTICE TO DEBTOR:**

This agreement gives up the protection of your bankruptcy discharge for this debt.

As a result of this agreement, the creditor may be able to take your property if you do not pay the agreed amounts. The creditor may also act to collect the debt in other ways.

You may rescind (cancel) this agreement at any time before the bankruptcy court enters a discharge order or within 60 days after this agreement is filed with the court, whichever is later, by notifying the creditor that the agreement is canceled.

You are not required to enter into this agreement by law. It is not required by the Bankruptcy Code, by any other law, or by any contract (except another reaffirmation agreement made in accordance with Bankruptcy Code § 524(c)).

You are allowed to pay this debt without signing this agreement. However, if you do not sign this agreement and are later unwilling or unable to pay the full amount, the creditor will not be able to collect from you. The creditor also will not be allowed to take your property to pay the debt unless the creditor has a lien on that property.

If the creditor has a lien on your personal property, you may have a right to redeem the property and eliminate the lien by making a single payment to the creditor equal to the current value of the property, as agreed by the parties or determined by the court.

This agreement is not valid or binding unless it is filed with clerk of the bankruptcy court prior to discharge. If you were not represented by an attorney during the negotiation of this reaffirmation agreement, the agreement cannot be enforced by the creditor unless 1) you have attended a reaffirmation hearing in the bankruptcy court, and 2) the agreement has been approved by the bankruptcy court. (Court approval is not required if this is a consumer debt secured by a mortgage or other lien on your real estate.)

**REAFFIRMATION AGREEMENT**

The debtor and creditor named above agree to reaffirm the debt described in this agreement as follows:

**THE DEBT**

Total Amount of Debt When Case was Filed      \$47,019.29

Total Amount of Debt Reaffirmed                      \$47,019.29

Above total includes the following:

Interest Accrued to Date of Agreement                      \$5,321.59

Attorney Fees    \$0.00

Late Fees    \$0.00

Other Expenses or Costs Relating to the  
Collection of this Debt (Describe)                      \$0.00

Annual Percentage Rate (APR)                                      14.00%

Amount of Monthly Payment    \$497.71

Date Payments Start    2/5/2004

Total Number of Remaining Payments to be made                                      312

Total Amount of Payments if Contract paid according to schedule                                      \$179,175.60

Date Any Lien Is to Be Released if paid                                      05-October-2029  
According to schedule

The debtor agrees that any and all remedies available to the creditor under the security agreement remain available.

All additional Terms Agreed to by the Parties (if any):

Payments on this debt were in default on the date on which this bankruptcy case was filed.

This agreement differs from the original agreement with the creditor as follows:

**CREDITOR'S STATEMENT CONCERNING AGREEMENT AND SECURITY/COLLATERAL**  
**(IF ANY)**

Description of Collateral: If applicable, list manufacturer, year and model.

2000 16 X 76 89 FRIENDSHIP                      Manufactured Home, Model -  
Serial # MY0021703V                      (the "Collateral").

Value \$47,019.29

Valuation Date 05/21/2004

Basis or source of Valuation - Secured Balance as of Date of Filing

Current Location and Use of Collateral MN/MH Primary Residence

Expected Future Use of Collateral Primary Residence

Check Applicable Boxes:

( x ) Any lien described herein is valid and perfected.

( ) This agreement is part of a settlement of a dispute regarding the dischargeability of this debt under section 523 of the Bankruptcy Code (11 U. S. C. § 523) or any other dispute. The nature of dispute is

**DEBTOR'S STATEMENT OF  
EFFECT OF AGREEMENT ON DEBTOR'S FINANCES**

My monthly Income (take home pay plus any other income received) is \$ \$1,624.14

My current monthly expenses total \$ \$1,603.79, not including any payment due under this agreement or any debt to be discharged in this bankruptcy case.

I believe this agreement [will] (will not) impose an undue hardship on me or my dependents.

**DEBTOR'S STATEMENT CONCERNING DECISION TO REAFFIRM**

I agreed to reaffirm this debt because

want To stay in residence

I believe this agreement is in my best interest because

allows To stay in residence

I [considered] (did not consider) redeeming the collateral under section 722 of the Bankruptcy Code (11 U. S. § 722). I chose not to redeem because

want To stay in residence

I [was] (was not) represented by an attorney during negotiations on this agreement.

Name(s): BERNARD CLETUS MENGE

Case #: 04-33064

**CERTIFICATION OF ATTACHMENTS**

Any documents which created and perfected the security interest or lien are attached, [if documents are not attached]: The documents which created and perfected the security interest of lien are not attached because

**SIGNATURES**

(Signature of Debtor) Bernard Cletus Menge (Signature of Creditor)

Date 7/22/2004 BERNARD CLETUS MENGE Green Tree Loan Company

7/22/2004

(Signature of Joint Debtor) \_\_\_\_\_ (Signature of Creditor Representative)

Date \_\_\_\_\_

Theresa Hodnett #026832X

attly for  
Green Tree Loan  
Company

**CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)**

I hereby certify that 1) this agreement represents a fully informed and voluntary agreement by the debtor(s); 2) this agreement does not impose a hardship on the debtor or any dependent of the debtor, and 3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

\_\_\_\_\_  
(Signature of Debtor's Attorney, if any)

\_\_\_\_\_  
Date

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GT-10-24-101 (8/99) MH-RUC

MINNESOTA

**MANUFACTURED HOME RETAIL INSTALLMENT CONTRACT  
AND SECURITY AGREEMENT (CONV. - FHA - VA) (SI)**Date 10-4-99 DISBURSEMENT DATE: 10/06/99  
ACCOUNT # 30328547BUYER: MUDGE, BERNARD C., 38 LITTLE CIRCLE/NORTH STAR MHP, LITTLE CANADA, MN 55117SELLER: A-1 HOMES, INC., 16700 HWY 65 N.E., ANOKA, MN 55304ASSIGNEE: GREEN TREE FINANCIAL LOAN COMPANY, 1155 CENTRE PT DRIVE SUITE 7, MENOTA HEIGHTS, MN 55120**FEDERAL TRUTH-IN-LENDING ACT DISCLOSURES**

ANNUAL PERCENTAGE RATE (The cost of my credit as a yearly rate.)	FINANCE CHARGE (The dollar amount the credit will cost me.)	Amount Financed (The amount of credit pro- vided to me or on my behalf.)	Total of Payments (The amount I will have paid after I have made all payments as scheduled.)	Total Sale Price (The total cost of my pur- chase on credit, including my down payment of \$ 4575.75 )
14.30 %	\$ 137593.89	\$ 41181.71	\$ 179175.60	\$ 183751.35

My payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
360	497.71	Monthly beginning <u>11-5-99</u>

SECURITY: I am giving a security interest in:

☒ The goods or property being purchased. N/A Other (Describe): N/AFILING FEES: \$ 13.00 LATE CHARGE: If a payment is more than 15 days late, I will be charged  
\$.50 or 5.0% of the unpaid amount of the installment, whichever is less.PREPAYMENT: If I pay off early, I N/A may ☒ will not be charged a prepayment penalty.ASSUMPTION: Someone buying my home may, subject to conditions, be allowed to assume the remainder of the Contract on the original terms.  
See the Contract document below for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.**ITEMIZATION OF THE AMOUNT FINANCED**

1. Cash Sale Price (Including Taxes of)	\$ .00	\$ 45744.46
2. Gross Trade-In	\$ .00	
Less Amount Owed on Trade-In	\$ .00	
Net Trade-In	\$ .00	
Description: Make _____ Year <u>0000</u> Size <u>00 X 00</u>		
3. Cash Down Payment	\$ 4575.75	
4. Total Down Payment	- \$	4575.75
5. Unpaid Balance of Cash Sale Price (1 - 4) ...	+ \$	41168.71
6. Paid to Public Officials	+ \$	13.00
7. Paid to Insurance Companies	+ \$	.00
8. Paid to Appraiser	+ \$	.00
9. a. Paid to CREDITOR FOR PTS/ORIG. FEE	+ \$	823.63
b. Paid to	+ \$	.00
c. Paid to	+ \$	.00
d. Paid to	+ \$	.00
e. Paid to	+ \$	.00
f. Paid to	+ \$	.00
g. Paid to	+ \$	.00
10. Principal Balance (5 + 6 + 7 + 8 + 9 a-g.) ...	+ \$	42005.34
11. Prepaid Finance Charges	- \$	823.63
12. Amount Financed (10 - 11)	\$	41181.71

**PHYSICAL DAMAGE INSURANCE**

Physical Damage Insurance is required but I may obtain it from anyone I want that is acceptable to you. If I get the insurance checked below from you or through you, I will pay you

\$ .00 for insurance protection for a term of 00 years

☒ Comprehensive (\$ .00 deductible)

☒ Flood

☒ Liability

☒ Other

☒ Vendor's Single Interest

**OPTIONAL CREDIT LIFE  
AND DISABILITY INSURANCE**

Credit Life and Disability Insurance are not required to obtain credit and will not be provided unless I sign and agree to pay the additional cost.

The term of this insurance is 00 years.

☒ Single Credit Life Insurance \$ .00

☒ Joint Credit Life Insurance \$ .00

☒ Single Credit Disability Insurance \$ .00

Total \$ .00

☒ Signature of Buyer(s) Insured

Date

**CONTRACT AND SECURITY AGREEMENT**

1. DEFINITIONS: "I", "me", "my" means the Buyer(s). "You", "your" means the Seller and also the Assignee (after the Contract is assigned by Seller). The "parties" means the Buyer and Seller, together. "Manufactured Home" means the manufactured home and any other property described on page 2. "Contract" or "Agreement" means this Retail Installment Contract and Security Agreement.

Bankers Systems, Inc., St. Cloud, MN Form GT-MHRLA2MH 8/30/99

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EXHIBIT

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NEW OR USED	YEAR AND MAKE	MODEL	SERIAL NUMBER	SIZE
X	2000 FRIENDSHIP	NORTHERN CLASSI	H20021703V	16 X 76
<input checked="" type="checkbox"/> Stove <input checked="" type="checkbox"/> Refrigerator <input type="checkbox"/> Washer <input type="checkbox"/> Dryer <input type="checkbox"/> Air Conditioner <input checked="" type="checkbox"/> Wheels/Axles				
Other (Describe)	SKIRT, STEPS, ANCHOR, DISHWASHER			

2. **PURCHASE:** I have the option of buying the Manufactured Home for the cash price or buying on credit. The cash price is shown on page 1 as the "Cash Sale Price", and the credit price is shown on page 1 as the "Total Sale Price". I choose to buy on credit.
3. **SECURITY INTEREST:** I give you a security interest under the applicable certificate of title law or Uniform Commercial Code in the Manufactured Home and any property added or attached to it, to secure my obligation under this Contract. I also grant you a security interest in any interest I may have in proceeds and premium refunds of any insurance and service contracts purchased with this Contract. I agree to execute any application for certificate of title or ownership, financing statement or other document necessary to perfect your security interest in the Manufactured Home. To the extent, if any, that any Contract (whether or not accompanied by any one or more original) constitutes chattel paper (as such term is defined in the Uniform Commercial Code in effect in the applicable jurisdiction) no security interest in any Contract may be created in any document(s) other than the original.
4. **PAYMENTS AND LATE CHARGE:** I will pay you the amount shown as the "Total of Payments" according to the payment schedule shown on page 1. I also agree to pay a late charge for late payment as shown on page 1.
5. **NSF FEE:** If any payment instrument which I submit to you is returned unpaid for any reason, I will pay you a fee of \$20.00.

6. **PREPAYMENT:** I MAY PREPAY THIS LOAN IN WHOLE OR IN PART AT ANY TIME. I WILL NOT PAY A PENALTY UPON PREPAYMENT UNLESS OTHERWISE STATED IN THE NEXT SENTENCE. IF I PREPAY IN FULL WITHIN N/A MONTHS OF THE DATE OF THIS NOTE, I WILL PAY YOU A PENALTY OF N/A.

7. **SIMPLE INTEREST CONTRACT:** This is a simple interest contract. The interest rate is 14.00% per annum. **PARTIAL PREPAYMENTS WILL NOT EXCUSE OR REDUCE ANY LATER SCHEDULED PAYMENT UNTIL THIS NOTE IS PAID IN FULL.**

Interest will accrue upon the unpaid principal balance outstanding from time to time until paid in full. The Finance Charge, Total of Payments and Payment Schedule were computed based on the assumption that payment will be made on the dates scheduled for payment. Early payments will reduce my final payment. Late payments will increase my final payment. My final payment will be equal to all unpaid sums due under this Contract. My promise requires me to pay the final payment on the date due even if the amount of the final payment differs from the amount of the final payment disclosed.

8. **NO WARRANTIES:** I agree that there are no warranties of any type covering the Manufactured Home. I am buying the Manufactured Home AS IS and WITH ALL FAULTS and THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE MANUFACTURED HOME IS WITH ME. I agree that any implied warranty of merchantability and any implied warranty of fitness for a particular purpose are specifically excluded and do not cover the Manufactured Home. This No Warranties provision does not apply to the extent that any law prohibits it and it does not cover any separate written warranties.

9. **PROTECTION OF THE MANUFACTURED HOME:** I will: (a) keep the Manufactured Home in good condition and not commit waste; (b) pay all taxes, charges and lot rent due for the Manufactured Home and the real estate it is located on; (c) not move, use illegally, sell, lease or otherwise transfer the Manufactured Home; (d) not attach the Manufactured Home to any real estate and the Manufactured Home will always be treated as personal property unless you consent in writing and state law permits such contrary treatment; and (e) not let anybody else have any interest in the Manufactured Home.

10. **INSURANCE:** I will keep the Manufactured Home insured against such risks and in such amounts as you may reasonably require with an insurance company satisfactory to you. I will arrange for you to be named as loss payee on the policy. I agree to provide you written evidence of insurance as requested by you from time to time. If you finance the purchase of any such insurance for me, I will repay you for the cost of that insurance, plus interest up to the contract rate of interest. I agree that the insurance company may make any payments due under the policy directly to you, and I direct the insurance company to do so. You may do whatever you think is necessary to be sure that any proceeds of the insurance will be used to repair the Manufactured Home or pay off this Contract. I give you a power of attorney (which I cannot cancel) so that you may do whatever you need to in order to collect the insurance proceeds. If I fail to obtain, maintain or pay for the required insurance, or if I fail to arrange for you to be named as loss payee, you may treat that as a default of my obligations under this Contract, and you may (but are not required to) purchase such insurance. If you purchase such insurance, I will immediately repay you for any amounts you spend in purchasing the insurance, plus interest up to the contract rate of interest or, at your option, pay you over time as a workout of the obligation. If I owe you for any insurance (or for late charges, attorneys' fees or collection costs), I understand that I owe an additional sum for these debts beyond my monthly principal and interest payment. My monthly payment will therefore be greater than that stated on page 1 until such additional debts are paid in full.

11. **DEFAULT:** I will be in default if: (i) I do not make a payment on time; or (ii) I do not keep any of my other promises under this Contract; or (iii) I file a case, or someone else files a case against me, under the United States Bankruptcy Code; or (iv) you feel in good faith that the Manufactured Home is in danger or that I will not be able to continue my payments. The default described under (iv) does not apply if this Contract is guaranteed by the Veteran's Administration. You will give me notice of the default except when I voluntarily surrender or abandon the Manufactured Home. I will have the right to cure the default during the notice period. If I do not cure the default, you may do either or both of the following: (a) **Acceleration:** You can require me to immediately pay you the entire remaining balance of this Contract; and/or (b) **Repossession:** You can repossess the Manufactured Home. Once you get possession of the Manufactured Home you may sell it. If the amount from the sale, after expenses, is less than what I owe you, I will pay you the difference. If there is any property left in the Manufactured Home when you repossess, you may dispose of it as provided by law. If I default, you can do whatever is necessary to correct my default. If you spend money to correct my default, I will pay you back immediately with interest at the contract rate of interest.

Conseqo Systems, Inc., St. Cloud, MN Form GT-MHRCLAZMN 8/30/99

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- 12. NOTICE:** Except for any notice required under applicable law to be given in another manner, (a) any notice to me provided for in this Contract shall be given in writing by mailing such notice by certified mail, addressed to me at the Manufactured Home address or at such other address as I may designate by notice to you in writing, and (b) any notice to you shall be given in writing by certified mail, return receipt requested, to your address stated herein or to such other address as you may designate by notice to me in writing.
- 13. ATTORNEY'S FEES:** If you hire an attorney who is not a salaried employee to collect what I owe under this Contract or to get possession of the Manufactured Home or to enforce my agreements herein, I may be required to pay your reasonable attorney's fees plus court costs and actual out-of-pocket expenses. If state law provides for a limit on attorney's fees, I will pay only the legal limit.
- 14. MISCELLANEOUS PROVISIONS:** This written Contract is the only agreement that covers my purchase of the property. This Contract can only be modified or amended, or provisions in it waived (given up), by a written modification to this Contract signed by you. You can decide not to use or enforce any of your rights under this Contract without losing them. For example, you can extend the time for making some payments without extending others. If any part of this Contract cannot be enforced because of a law which prohibits it, all other parts can still be enforced. I agree to cooperate with you regarding any requests after closing to correct errors made concerning this Contract or the transaction and to provide any and all additional documentation deemed necessary by you to complete this transaction.
- 15. ARBITRATION:** All disputes, claims, or controversies arising from or relating to this Agreement or the relationships which result from this Agreement, or the validity of this arbitration clause or the entire Agreement, shall be resolved by binding arbitration by one arbitrator selected by you with my consent. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, Title 9 of the United States Code. Judgment upon the award rendered may be entered in any court having jurisdiction. The parties agree and understand that they choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes in court, but that they prefer to resolve their disputes through arbitration, except as provided herein. **THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL, EITHER PURSUANT TO ARBITRATION UNDER THIS CLAUSE OR PURSUANT TO A COURT ACTION BY YOU (AS PROVIDED HEREIN).** The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort, and property disputes, will be subject to binding arbitration in accord with this agreement. I agree that I shall not have the right to participate as a representative or a member of any class of claimants pertaining to any claim arising from or relating to this Agreement. The parties agree and understand that the arbitrator shall have all powers provided by law and the Agreement. These powers shall include all legal and equitable remedies, including, but not limited to, money damages, declaratory relief, and injunctive relief. Notwithstanding anything hereunto the contrary, you retain an option to use judicial or non-judicial relief to enforce a security agreement relating to the collateral secured in a transaction underlying this arbitration agreement, to enforce the monetary obligation or to foreclose on the collateral. Such judicial relief would take the form of a lawsuit. The institution and maintenance of an action for judicial relief in a court to foreclose upon any collateral, to obtain a monetary judgment or to enforce the security agreement, shall not constitute a waiver of the right of any party to compel arbitration in this Agreement, including the filing of a counterclaim in a suit brought by you pursuant to this provision.
- 16. ADDITIONAL TERMS:**

**APPLICABLE LAW:** The interest rate and other charges associated with this transaction are authorized by sections 47.204, 47.59, and 53.04 of the Minnesota Statutes.

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.**  
**BUYER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS CONTRACT.**

*Bernard C. Pence*  
 Signature of Buyer **BERNARD C. PENCE**

Date

*X*  
 Signature of Buyer

Date

Barbora Systems, Inc., St. Cloud, MN Form QT-MHCLAZMN 3/20/98

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For good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns, and transfers its entire right, title, and interest in the Contract and the property described therein (the "Property") to Assignee. Such assignment is made pursuant to the terms contained herein and in a separate Dealer Agreement, which is incorporated herein by reference; and pursuant to such policies, procedures, and requirements as issued by the Assignee from time to time.

IN ADDITION TO THE ABOVE, this Assignment includes that certain provision to follow, provided that, if none of the following provisions has been checked by the Seller, this Assignment shall be considered to have been checked "With Recourse": A. "Without Recourse". The assignment of the Contract is and shall be without recourse against the Seller except as provided above and in any separate dealer agreement between Seller and Assignee relating to the purchase of Contracts. B. "Limited Recourse". In the event of default of Buyer before Buyer shall have paid the number of monthly payments under the Contract as set forth below under "Limited Recourse", the Seller will, upon demand, repurchase the Contract from Assignee for the full amount remaining unpaid under the Contract. C. "Repurchase". If the Assignee ~~repossesses~~ the Manufactured Home, the Seller will, upon demand, repurchase the Contract from the Assignee for the full amount remaining unpaid under the Contract. D. "With Recourse". The Seller unconditionally guarantees payment of the full amount remaining unpaid under the Contract and agrees to purchase the Contract from the Assignee, upon demand, for the full amount then unpaid, whenever the Contract shall be in default. E. "Limited Repurchase". In the event of default of Buyer before Buyer shall have paid the number of monthly payments under the Contract as set forth below under "Limited Repurchase", the Seller will, upon demand, repurchase the Contract from the Assignee for the full amount remaining unpaid under the Contract if the Assignee ~~repossesses~~ the Manufactured Home.

Seller, by signing below, executes this Contract and also assigns the same to the Assignee in accordance with the foregoing provisions. The Seller's Assignment will also include that certain provision set forth above which is checked below:

Date: 10-4-95

By: X (Seller) Title: UP  
☒ A. Without Recourse ( ) B. Limited Recourse ( ) C. Repurchase ( ) D. With Recourse ( ) E. Limited Repurchase  
 \_\_\_\_\_ Payments \_\_\_\_\_ Payments



30328547

MINNESOTA DEPARTMENT OF PUBLIC SAFETY  
DRIVER & VEHICLE SERVICES DIVISION  
445 MINNESOTA ST., ST. PAUL, MN 55101  
CONFIRMATION OF LIEN PERFECTION - DEBTOR NAME AND ADDRESS

MENGE BERNARD CLETUS  
38 LITTLE CIRCLE N. STAR MHP  
LITTLE CANADA MN 55117

First Class  
U.S. Postage  
**PAID**  
Permit No. 171  
St. Paul, MN

00 Year	FRIE Make	MH Model	W3430L066 Title NR.
MY0021703V VIN		10/06/99 Security Date	NO Rebuilt

1ST SECURED PARTY

LIEN HOLDER

RETAIN THIS DOCUMENT - See reverse  
side of this form for removing this lien.

GREEN TREE FINANCIAL CORP  
1155 CENTRE PT DR #7  
MENDOTA HEIGHTS MN 55120-1268

EXHIBIT

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